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6 Attorneys for Defendant
7 PRECISION VALVE & AUTOMATION, INC.

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

11 RUBEN JUAREZ, an individual
12 and ISELA HERNANDEZ, an
13 individual,

14 Plaintiffs,

15 PRECISION VALVE &
16 AUTOMATION, INC., a
17 corporation and DOES 1-20,

18 Defendants.

Case No. CV17-03342-ODW (GJSX)

**FIRST AMENDED ANSWER TO
COMPLAINT BY DEFENDANT
PRECISION VALVE &
AUTOMATION, INC.**

20 **AMENDED ANSWER**

21 Defendant PRECISION VALVE & AUTOMATION, INC. provides the
22 following amended answer to the Complaint of Plaintiffs RUBEN JUAREZ and
23 ISELA HERNANDEZ, ("plaintiffs"), as follows:

24 **PARTIES AND JURISDICTION**

25 1. Answering paragraph 1, Defendant lacks sufficient knowledge or
information to form a belief as to the truth of the allegations of that paragraph, and
on that basis denies them.

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2. Answering paragraph 2, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

3. Answering paragraph 3, Defendant admits the allegations.

4. Answering paragraph 4, Defendant denies the allegations as phrased. Defendant admits that it designed, manufactured and sold a PVA 350 that sprays substances.

5. Answering paragraph 5, Defendant admits that it sold a PVA 350 to SpaceX, located in Hawthorne, California, before 2012. Otherwise, Defendant denies the allegations.

6. Answering paragraph 6, Defendant denies the allegations.

7. Answering paragraph 7, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

8. Answering paragraph 8, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

9. Answering paragraph 9, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

10. Answering paragraph 10, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

GENERAL ALLEGATIONS

11. Answering paragraph 11, Defendant admits that the PVA 350 is a benchtop coating/dispensing system that sprays coatings and has an automated dispensing application. Defendant denies the remainder of this allegation as phrased.

- 1 12. Answering paragraph 12, Defendant denies the allegations.
- 2 13. Answering paragraph 13, Defendant denies the allegations.
- 3 14. Answering paragraph 14, Defendant lacks sufficient knowledge or
4 information to form a belief as to the truth of the allegations of that paragraph, and
5 on that basis denies them.
- 6 15. Answering paragraph 15, Defendant lacks sufficient knowledge or
7 information to form a belief as to the truth of the allegations of that paragraph, and
8 on that basis denies them.
- 9 16. Answering paragraph 16, Defendant denies the allegations.
- 10 17. Answering paragraph 17, Defendant lacks sufficient knowledge or
11 information to form a belief as to the truth of the allegations of that paragraph, and
12 on that basis denies them.
- 13 18. Answering paragraph 18, Defendant denies the allegations.
- 14 19. Answering paragraph 19, Defendant denies the allegations.
- 15 20. Answering paragraph 20, Defendant denies the allegations.
- 16 21. Answering paragraph 21, Defendant denies the allegations.
- 17 22. Answering paragraph 22, Defendant denies the allegations.
- 18 23. Answering paragraph 23, Defendant denies the allegations.
- 19 24. Answering paragraph 24, Defendant denies the allegations.
- 20 25. Answering paragraph 25, Defendant denies the allegations.
- 21 26. Answering paragraph 26, Defendant denies the allegations.
- 22 27. Answering paragraph 27, Defendant denies the allegations.
- 23 28. Answering paragraph 28, Defendant denies the allegations.
- 24 29. Answering paragraph 29, Defendant denies the allegations.
- 25 30. Answering paragraph 30, Defendant denies the allegations.
- 26 31. Answering paragraph 31, Defendant lacks sufficient knowledge or
27 information to form a belief as to the truth of the allegations of that paragraph, and
28 on that basis denies them.

32. Answering paragraph 32, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

33. Answering paragraph 33, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

34. Answering paragraph 34, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of that paragraph, and on that basis denies them.

FIRST CAUSE OF ACTION

NEGLIGENCE

(Against all Defendants)

35. Answering paragraph 35, Defendant admits that plaintiffs refer to and incorporates paragraphs 1-34 into this cause of action. Regarding those paragraphs, Defendant refers to and incorporates paragraphs 1-34, above, in this Answer.

36. Answering paragraph 36, Defendant admits that the allegations except for the allegations that it repaired and installed the PVA 350.

37. Answering paragraph 37, Defendant denies the allegations.

38. Answering paragraph 38, Defendant denies the allegations.

39. Answering paragraph 39, Defendant denies the allegations.

40. Answering paragraph 40, Defendant denies the allegations.

41. Answering paragraph 41, Defendant denies the allegations.

SECOND CAUSE OF ACTION

STRICT PRODUCT LIABILITY

(Against all Defendants)

42. Answering paragraph 42, Defendant admits that plaintiffs refer to and incorporate paragraphs 1-41 into this cause of action. Regarding those paragraphs, Defendant refers to and incorporates paragraphs 1-41, above, in this Answer.

43. Answering paragraph 43, Defendant denies the allegations.
44. Answering paragraph 44, Defendant denies the allegations.
45. Answering paragraph 45, Defendant denies the allegations.
46. Answering paragraph 46, Defendant denies the allegations.
47. Answering paragraph 47, Defendant denies the allegations.

THIRD CAUSE OF ACTION

LOSS OF CONSORTIUM

(Against all Defendants)

9 48. Answering paragraph 48, Defendant admits that plaintiffs refer to and
10 incorporates paragraphs 1-47 into this cause of action. Regarding those paragraphs,
11 Defendant refers to and incorporates paragraphs 1-47, above, in this Answer.

49. Answering paragraph 49, Defendant denies the allegations.

13 50. Defendant denies that plaintiffs are entitled to any of the relief
14 requested in their prayer for relief.

FIRST AFFIRMATIVE DEFENSE

16 51. Defendant alleges that the Complaint does not state facts sufficient to
17 constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

19 52. Defendant alleges plaintiff Ruben Juarez was negligent and that his
20 negligence, in whole or in part, caused and contributed to the injury and damage
21 alleged in the Complaint.

THIRD AFFIRMATIVE DEFENSE

23 53. Defendant alleges plaintiff Ruben Juarez's employer was negligent or
24 acted in some other tortious manner, and that this conduct, in whole or in part,
25 caused and contributed to the injury and damage alleged in the Complaint.

FOURTH AFFIRMATIVE DEFENSE

27 54. Defendant alleges that other parties and other persons not parties to the
28 action acted negligently or in some other tortious manner, and that their negligence

or other tortious conduct caused the injury and damage alleged in the Complaint. Defendants request that in the event of a finding of any liability in favor of Plaintiffs or settlement or judgment against this defendant, an apportionment of fault be made as permitted by *Li v. Yellow Cab Company* and *American Motorcycle Association v. Superior Court* by the court or jury. Defendant further requests a judgment and declaration of partial indemnification and contribution against all other parties or persons in accordance with the apportionment of fault.

FIFTH AFFIRMATIVE DEFENSE

55. Defendant alleges that it cannot be held responsible for the acts of others or events beyond Defendant's control, which acts or events contributed in whole or in part to the damages, claims, and causes of action alleged in the Complaint.

SIXTH AFFIRMATIVE DEFENSE

56. Defendant alleges plaintiffs voluntarily and knowingly assumed the risk of damage alleged in the Complaint. Plaintiffs' claims are therefore barred in whole or in part by the doctrine of Assumption of Risk.

SEVENTH AFFIRMATIVE DEFENSE

57. Defendant alleges that Plaintiff Ruben Juarez agreed to, and participated in, those actions which plaintiffs claim to have caused injury or damage. Since such participation and consent were given knowingly and voluntarily, plaintiffs' claims are invalid.

EIGHTH AFFIRMATIVE DEFENSE

58. Defendant alleges that it exercised due care and diligence in all matters alleged in the complaint, and that no act or omission by Defendant was the proximate cause of any damage, injury or loss to plaintiffs.

NINTH AFFIRMATIVE DEFENSE

59. Defendant alleges plaintiffs failed to exercise reasonable care and diligence to mitigate their alleged damages.

1 **TENTH AFFIRMATIVE DEFENSE**

2 60. Defendant alleges that plaintiff Ruben Juarez was a sophisticated user
3 of Defendant's product due to his particular position, training, experience,
4 education, knowledge, and/or skill, and knew or should have known of any risk,
5 harm and/or danger of the product(s) and material(s) alleged against Defendant.

6 **ELEVENTH AFFIRMATIVE DEFENSE**

7 61. Defendant alleges that plaintiff Ruben Juarez's employer was a
8 sophisticated user of Defendant's product due to its particular position, training,
9 experience, knowledge, education and/or skill, and knew or should have known of
10 any risk, harm and/or danger of the product(s) and material(s) alleged against
11 Defendant.

12 **TWELFTH AFFIRMATIVE DEFENSE**

13 62. Defendant alleges that plaintiffs' claims are barred by the workers'
14 compensation exclusivity rule.

15 **THIRTEENTH AFFIRMATIVE DEFENSE**

16 63. Defendant alleges that plaintiffs' claims are barred by all applicable
17 statutes of limitations including but not limited to California Code of Civil
18 Procedure sections 335, 335.1, 337, 338, 340, 340.8, 340.8(a) and 343.

19 **FOURTEENTH AFFIRMATIVE DEFENSE**

20 64. Defendant alleges that plaintiffs' claims are barred in whole or in part
21 by the doctrine of laches.

22 **FIFTEENTH AFFIRMATIVE DEFENSE**

23 65. Defendant alleges that plaintiffs' claims are barred in whole or in part
24 by the doctrine of unclean hands.

25 **SIXTEENTH AFFIRMATIVE DEFENSE**

26 66. Defendant alleges plaintiffs waived and are estopped and barred from
27 alleging the matters set forth in their complaint based upon settlements, releases
28 and/or agreements.

1 **SEVENTEENTH AFFIRMATIVE DEFENSE**

2 67. Defendant alleges that plaintiffs' claims are barred in whole or in part
3 by the doctrine of waiver.

4 **EIGHTEENTH AFFIRMATIVE DEFENSE**

5 68. Defendant alleges that plaintiffs' claims are barred in whole or in part
6 by the doctrine of estoppel.

7 **NINETEENTH AFFIRMATIVE DEFENSE**

8 69. Defendant alleges that plaintiff Ruben Juarez's employer violated the
9 Occupational Health and Safety Act of 1970, and subsequent statutory and
10 regulatory law including but not limited to 29 CFR 1910.1200, et seq., (OSHA
11 Hazard Communication Standard), 29 CFR 1910.132, et seq., (OSHA personal
12 safety equipment rules), and 29 CFR 1904, et seq., (OSHA injury and illness
13 recordkeeping and reporting requirements.)

14 **TWENTIETH AFFIRMATIVE DEFENSE**

15 70. Defendant alleges that current law prohibits plaintiffs' claims against
16 this defendant.

17 71. Defendant reserves its right to assert additional defenses in the event
18 its investigation and discovery indicate additional defenses would be appropriate.

19 WHEREFORE, Defendant prays for judgment as follows:

- 20 1. That Plaintiffs take nothing by reason of the Complaint;
21 2. For costs of suit;
22 3. For reasonable attorneys' fees; and
23 4. For such other relief as the court deems just and proper.

24 Dated: May 30, 2018

BECHERER KANNETT & SCHWEITZER

25 By:

26 */s/ Alex P. Catalona*

27 Alex P. Catalona

Attorney for Defendant

28 PRECISION VALVE & AUTOMATION,

INC.

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Attorneys for Defendant
PRECISION VALVE & AUTOMATION, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

I, Jerry M. Dumla, declare that I am employed in the County of Alameda, State of California; I am over the age of eighteen (18) years and not a party to the within entitled action; my business address is 1255 Powell Street, Emeryville, California 94608.

On June 4, 2018, I caused to be served the foregoing:

**FIRST AMENDED ANSWER TO COMPLAINT BY DEFENDANT
PRECISION VALVE & AUTOMATION, INC.**

In said action by placing a true copy thereof enclosed in a sealed envelope and served in the manner and/or manners described below to each of the parties herein and addressed as follows:

Attorneys for Plaintiff

Teresa Li, Esq.
LAW OFFICES OF TERESA LI, PC
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Attorneys for Plaintiff

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(By Mail) I deposited such envelope with postage thereon fully prepaid to be placed in the United States Mail at Emeryville, California. I am familiar with the mail collection practices of Becherer Kannett & Schweitzer Attorneys and pursuant to those practices the envelope would be deposited with the United States Postal Service the same day.

(By Personal Delivery) I caused such envelope to be delivered by hand to the office of the addressee(s).

(Via Facsimile) I caused said document(s) to be transmitted to the facsimile number(s) of the addressee(s) designated.

(Electronic Filing) I am familiar with the United States District Court, Eastern District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document.

Executed on June 4, 2018.

Jerry M. Dumlaو

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